

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (DFAS L1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned not to delete provisions from, nor add provisions to, the following list. Such an action may cause your offer to be rejected. The complete text of specific provisions is contained in Chapters 1 (Federal Acquisition Regulation) and 2 (DOD FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

<u>PROVISION (DATE)</u>	<u>TITLE</u>
52.204-6 (JUN 1999)	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.207-2 (FEB 1993)	NOTICE OF COST COMPARISON (NEGOTIATED) <i>Fill-ins:</i> (c)(1) and (c)(2) ...after (i) completion of a public review period of <u>30</u> working days....
252.209-7001 (MAR 1998)	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
252.209-7002 (SEP 1994)	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
52.211-6 (AUG 1999)	BRAND NAME OR EQUAL
52.215-1 (NOV 1999)	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
52.215-1 (NOV 1999)	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION Alternate I (OCT 1997)
52.215-1 (NOV 1999)	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION Alternate II (OCT 1997)
52.222-46 (FEB 1993)	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38 (MAY 1999)	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1 (APR 1984)	SITE VISIT
52.237-10 (OCT 1997)	IDENTIFICATION OF UNCOMPENSATED OVERTIME

**L.2 REQUIRED CENTRAL CONTRACTOR REGISTRATION,
DFARS 252.204-7004 (MAR 1998)**

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System + 4 (DUNS+ 4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+ 4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+ 4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

**L.3 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA
ITEM DESCRIPTIONS (DIDs), DFAS**

(a) Ordering procedures for Acquisition Management System and Data Requirements List (AMSDL), DoD 5010.12L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service, known as TeleSpecs, by dialing (215) 697-1187 between 8:00 a.m. and 8:00 p.m. EST, Mondays through Fridays. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or Facsimile in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders once an order has been placed. In addition, the DD

Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) Code number;
- (2) Complete mailing address;
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g. AMSDL should be listed as DoD 5010.12-L);
- (4) The quantity of documents desired (the maximum quantity issued per item is five);

Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-2978.

(b) Ordering Complete sets of DIDs. Complete set of DIDs or UDIDs are available only four times a year. The cost for each set is \$400.00. Cut-off dates for ordering are July 1st, October 1st, January 1st and April 1st.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 a year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one-year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above-stated amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.

(d) Availability of Cancelled DIDs. NPPSO supplies only the current version of DIDs. Superseded or cancelled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

L.4 PROPOSAL ALTERNATIVES

(a). Offerors may submit proposals based on three separate approaches to performance of the PWS. The approaches differ with respect to whether the offeror will propose to perform the entire requirement described in the PWS (Business Operations and Information Processing Center), or whether the offeror will propose to perform Business Operations with Government providing Information Processing Services.

(b). An offer to perform the entire requirement may be based either on contractor-provided Automated Information Systems (AIS), or may be based on contractor use of the Defense Retiree and Annuitant System (DRAS) AIS as Government-furnished property and equipment (GFP and GFE). Offers to perform the entire requirement must utilize Information Processing Center data processing services from a source other than the Defense Information Services Agency (DISA) and the Defense Automation & Production Service (DAPS).

(c). An offer to perform only the Business Operations portion of the requirement must be based on contractor use of the DRAS AIS as GFP and GFE, with the Government providing Information Processing Center data processing services and printing services. Information Processing Center data processing services will be performed for DFAS by DISA and printing service will be performed by DAPS.

(d). The Government is not soliciting nor will it accept offers to perform only the Information Processing Center (DISA and DAPS) portion of the requirement.

(e). The facilities, GFE, and GFP that the Government is willing to make available to the successful offeror is dependant on which approach to performance is proposed in an offer. Proposals shall clearly identify which of the three approaches to performance is being offered, shall identify

facilities, GFE, and GFP that will be used to perform the requirement; and shall identify any stipulations, conditions, or variances regarding the use of facilities, GFE, and GFP in performance of the requirement.

(f). Contract Type: As indicated in Section L.12, the Government is contemplating the award of a combination Firm Fixed Price (FFP) per billing Account contract and Time & Material (T&M) provisions for Government directed AIS changes. However, DFAS is willing to entertain alternative contract types, pricing structures and incentive plans.

L.5 CONTENT OF PROPOSALS (SERVICES) (DFAS L4 ALTERNATE I)

(a) GENERAL The offerors must submit seven copies of the executive summary, seven copies of the technical proposal, seven copies of the past performance information and two copies of the cost/price proposal. Two of the seven copies must be hard copies, the remaining five copies must be submitted on five (5) CD-ROMs, one (1) copy on each CD-ROM. The cost proposal shall be submitted separately, on a CD-ROM or a 3.5 inch diskette, in MS Excel version 97 or earlier. Two electronic and two hard copies of the cost proposal shall be submitted. The original sealed past performance questionnaires (supplied in Section J) shall be submitted with your proposal. If there is a discrepancy between any of the electronic copies and the hard copy, the original signed hard copy will take precedence.

(1) A proposal submitted in response to the solicitation must consist of a Technical Proposal (Volume I), with sections for Technical Approach, Transition Plan, Continuity of Operations Plan (COOP), and Management Plan (Staffing Plan), a separate volume with Past Performance (Volume II) information, and a separate Cost/Price Proposal (Volume III). The Technical Approach, Transition Plan, Continuity of Operations Plan (COOP), and Management Plan (Staffing Plan) sections must not contain any contract price or cost information.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.

(3) Clarity and completeness of the proposal are the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(4) Proposals must be legible, double spaced (personnel résumés may be single spaced), typewritten (on one side only), in a type size not smaller than 12 point proportional, on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Pages in excess of the individual limitations shall not be read, and the proposal shall be evaluated as if the excess pages did not exist. Some foldout charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8" x 11" page foldout will be counted as one page (i.e., one foldout with two pages will be counted as two 8" x 11" pages).

(5) The Technical Proposal, Past Performance information, and the Cost Proposal Volumes must be submitted in separately sealed envelopes within a sealed package and be clearly marked with the solicitation number. The proposal may have a cover letter (maximum 2 pages). Each volume and section must have a table of contents. Tables of contents and blank section dividers are not included in the page limitations cited for each section. Proposals submitted in response to this solicitation must contain the information as outlined below.

Volume Number	Volume Title	# Copies	Page Limit (DRAS)	Page Limit (Alternate AIS)
I	Technical Proposal	5 Electronic & 2 Paper	300**	350*
	Technical Approach			
	Transition Plan			
	COOP Plan			
	Management Plan (Staffing Plan)			
II	Past Performance	5 Electronic & 2 Paper	No Limit	No Limit
	Questionnaires	1	No Limit	No Limit
III	Cost/Price	2 Electronic & 2 Paper	No Limit	No Limit
<p>*Fifty (50) pages of this volume are reserved for a description of the offeror's proposed AIS. If fifty (50) pages are not required, the offeror shall not use the remaining pages to discuss other aspects of their technical proposal. **For those offerors proposing only the Business Operations part of the requirement, the Technical Proposal page limit is reduced by 50 pages from 300 pages to 250 pages.</p>				

(b) TECHNICAL PROPOSAL (Volume I) Technical proposal may not be classified. The following sections are to be included in the order indicated:

(1) Section I - Technical Approach

Part I. Overall Understanding and Approach: The offeror shall provide a summary of its understanding and approach to accomplish the requirements set forth in Section C.

Part II. Responses to Sample Tasks: The offeror shall provide responses to the sample tasks set forth in Section L. The sample tasks are representative of the problems, or issues, that are encountered in performance of Military Retired & Annuitant payroll for the DoD. For each sample task, the offeror shall provide: (1) an understanding of the task requirement, (2) a description of the technical approach including, the procedures and methodology that would be used to accomplish the task, (3) an understanding of the scope and effect of the situations described, (4) the application of the appropriate laws, regulations, and policies, and (5) a work plan.

Retired Pay Sample Task 1

SUBJECT: Establishment of a new account for which type of retirement and Survivor Benefits has changed after initial report is processed.

BACKGROUND: Member is due to retire effective 7/1/98. Orders are received and processed. Member has 19 years, and nine months service and is retiring under Temporary Early Retirement Authority (TERA) provisions. Member is married but elected Survivor benefits for children only with full gross pay as base amount. Member retirement is cancelled. The account is erroneously pay activated based on the earlier data, however, the Survivor benefits election was not available so the system defaulted to Spouse only, cost and coverage. Account problem is discovered during the monthly reconciliation process. During that time member was on active duty, he was injured in a training accident. His retirement is now being changed to Temporary disability retirement effective 10/1/98 with 100% rating. New orders are issued and the member filed an SBP election for Spouse and child coverage with a reduced base of \$500.00. Election was signed after retirement. Member has been awarded a large VA award, which exceeds his TDRL gross pay.

SCOPE: Define the corrective action for this account, including any service, pay and SBP costs recalculation and debt actions that may be required.

Combined Retired & Annuity Pay Sample Task 2

SUBJECT: Reservist New Establishment before age 60 - RC-SBP Annuity Establishment

BACKGROUND: Member elected RC-SBP for spouse and child beneficiary with option B, Deferred payment. Election was made when the member was age 52. He died on 9/15/94 at age 56. Spouse has contacted DFAS to obtain information about entitlement and when information would be furnished to them to establish the annuity account.

SCOPE: What processes need to be accomplished in order to establish an annuity for this widow and pay an annuity?

Annuity Pay Sample Task 3

SUBJECT: Calculation and Establishment of Partial Cost Refund

BACKGROUND: Annuity pay operations is notified by Retired pay operations that a retired service member elected Survivor Benefit Plan (SBP) annuity for spouse and made premium payments from his retired pay entitlements. The spouse is awarded Dependency Indemnity Compensation (DIC) that partially offsets her SBP annuity. The technician needs to determine the revised SBP annuity, how much cost to refund, and how much the annuitant needs to pay back if DIC is terminated.

SCOPE: How would you determine the amount of cost the service member paid, the amount of cost the annuitant should be refunded?

Combined Retired & Annuity Pay Sample Task 4

SUBJECT: Damaged or destroyed Payroll Processing Site

BACKGROUND: A natural disaster destroys or damages the payroll processing site twenty-four hours before DRAS end-of-month payroll is scheduled.

SCOPE: What would your contingency plan of operations be to ensure current payroll commitments are met? If contingency lasts more than 30 days what would your contingency plan be to ensure future payrolls are met? What contingency would be made to ensure retirees and annuitants could contact someone about receiving their pay? What procedures would be used to notify retirees and annuitants of this contingency?

Part III. Software Description (If Applicable):

(a) If the offeror is not proposing the use of DRAS, but rather, the use of an alternate AIS, the offeror shall provide a software description of their proposed system. The burden is on the offeror to clearly demonstrate how the proposed system will accomplish the tasks set forth in Section C. This software description is limited to fifty (50) pages and shall address the following issues: the offeror profile and stability, offeror support, offeror references, hardware/software/network/architecture characteristics, ergonomic criteria, offeror documentation, installation support, functional characteristics, and contractual requirements.

(b) If the offeror proposes using their own AIS system in lieu of the Government offered DRAS, the technical evaluation panel may require a demonstration of the system to aid in the evaluation of the System Description. In the event that the Government requires a demonstration, all offerors remaining in the competitive range which propose their own AIS system will be given a chance to demonstrate the system. The system proposed shall be an existing system which currently operates in a business environment. **SYSTEMS UNDER DEVELOPMENT WILL NOT BE CONSIDERED.**

(c) Performance Check List To Be Inserted Here.

(2) Section II – Transition Plan The Offeror shall describe, in detail, how the start-up and transition will be executed and managed for this contract. The Government's intent is to transition as soon as possible, after award of this contract, but without any degradation of service. The Government will look favorably on a plan that minimizes transition time while at the same time provides quality service.

Part I. Transfer of Operations: The contractor shall explain, in detail, the actions and schedules proposed for changeover of operations from DFAS to the contractor. The contractor shall explain the extent to which the proposed schedule is achievable and supportive of DFAS transition goals identified in the PWS. The transfer must be accomplished with minimal disruption to DoD retired and annuitant pay customers, their respective financial institutions, and other affected Government agencies (e.g., to include but not limited to Internal Revenue Service or Social Security Administration). The offeror shall describe the level of DFAS involvement required to support the transition (e.g., management support, 100% continuation present payroll operations).

Part II. Government Employees: The transition plan must address the placement of existing government employees. The plan must ensure the current Government employees' right of first refusal is not jeopardized by the delay in full implementation of the contractor operation.

Part III. Offeror System (If Applicable): If the offeror plans to propose an AIS other than DRAS, the transition plan must include the procedures necessary to convert to that AIS. The transition plan must include the identification of the modifications necessary and the approach, procedures and schedule to be used in modifying the AIS to satisfy all PWS requirements.

Part IV. Continuity of Services Plan (COSP): The offeror shall submit the Continuity of Services Plan (COSP), the COSP must describe in detail, the Contractor's planned phase-out activities to effect the orderly, efficient and timely transfer of all Retired Military and Annuitant Payroll functions and operations. As a minimum, the plan shall describe the

Contractor's plans to transfer data files and other system information to a successor.
Contractor's proposing their own AIS shall describe their plan to license their software to a successor.

(3) Section III – Continuity of Operations Plan (COOP): The offeror shall submit the offeror's Continuity of Operations Plan (COOP), as required in Section C of this solicitation. The COOP plan must describe, in detail, the actions to be taken in contingency situations including as a minimum, the delineation of responsibilities between government and contractor, the coordination to take place between the government and the contractor, the extent of payroll operations, processing and printing capabilities available under contingency circumstances, and the specific timeframes required for establishing these capabilities.

(4) Section IV – Management Plan (Staffing Plan):

Part I. Management Plan: (Applies to both Military Retired and Annuitant Pay Operations and Government Directed AIS Tasks) The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the Military Retired and Annuitant Pay Operations requirement and Government Directed AIS tasks will be managed, and the procedures to be used to ensure quality control and cost control. The offeror shall provide an overview of the company, its capabilities, management structure, locations, as well as any other information that will highlight the offerors strengths and capabilities to perform this effort. The offeror must define the proposed organizational structure (including its chain of command, delegations of authority, and subcontractor management plan, as it relates to the execution of the work required in the PWS) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the Department of Defense command structure. The offeror must propose policies, procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems/risks.

For the Government Directed AIS requirement, the management plan shall include a separate staffing plan which proposes how this portion of the contract will be staffed. At a minimum, this plan shall include each labor category, qualifications and a position description (which will be incorporated into the subsequent contract) for all personnel planned for utilization in performing the requirements. The plan shall clearly identify which of the positions are designate by the contractor as Key Personnel. In the plan the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those for whom the offeror has binding contingency hire agreements. The plan shall describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of similar magnitude. The management plan shall describe the offeror's flexibility to respond to changes in staffing requirements. Offerors are cautioned that the primary preference for staffing non-key personnel at time of contract award is with current employees or contingent hires vice reliance on recruiting new hires. (Résumés shall not be submitted on non-key personnel nor shall contingency agreements be submitted).

Part II. Key Personnel: Part II must contain one page (maximum) introductory summary on key personnel including their full time availability (unless exempted). Part II must contain résumés, in the exact quantity shown, for all key personnel being proposed for the following labor

categories. For each key personnel proposed, the offeror shall establish the minimum qualifications and position descriptions (which will be incorporated into the subsequent contract) necessary to accomplish the functions described in the PWS. All key personnel must be available full-time (Available means available to work, if and when ordered). Full-time means a regular labor-year, the definition of which in terms of precise hours will vary from company to company.

Key Personnel Labor

Military Retired and Annuitant Pay Operations Key Personnel (Fixed Price)

Primary Contractor Representative	1
Alternate Contractor Representative	1

Personnel for Government-Directed AIS Changes (Time & Material)

Program Manager	1
ADP Project Manager	1

(i) Résumés shall be provided in accordance with the Résumé format provided herein. Résumés are limited to three pages each. A person cannot be proposed for more than one labor category.

(ii) New hires may not be proposed. A contingency hire is defined as an individual who has signed a commitment to work in the event the contract is awarded to the offeror. A new hire is defined as a specified or unspecified individual to fill an empty billet who is neither identified as a current employee of the offeror (or proposed subcontractor) nor as a contingency hire.

RESUME FORMATName:Proposed Labor Category:Present Employee or Contingency HireEducation: (College/University)

<u>Degree</u>	<u>Year</u>	<u>Institution</u>	<u>Major Field of Study</u>
1.			
2.			
3.			

- 1.
- 2.
- 3.

Work Experience:

<u>To/From by Month and Year</u>	<u>Name of Employer/ POC/Phone</u>	<u>Title</u>	<u>Description of Duties/Accomplishment</u>
1.			(Must list duties succinctly and address how duties are relevant to work to be undertaken on this DFAS contract. Must also tie experience to experience requirements for the labor category for which proposed. (This column can be carried over to left margin)
2.			
3.			

- 1.
 - 2.
 - 3.
- (At bottom of final page)

I consent to the disclosure of any resume or other personnel data to DFAS (including the formal technical evaluation panel) for the purpose of evaluating proposals under solicitation number MDA220-00-R-6001

Employee Signature_____
Date

I certify that this resume is current, accurate, and complete.

Authorized Company Representative Date_____
Employee_____
Date

(c) PAST PERFORMANCE INFORMATION (Volume II) The offeror shall describe its past performance on directly related or similar Federal, State and local government, and private contracts and subcontracts it has held within the last three (3) years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. (The information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance.

- A. Contract Number(s) and type of contract;
- B. Procuring Agency and name of reference point(s) of contact (not to exceed 3) telephone and fax numbers at the Federal, State, Local Government or Commercial entity for which the contract was performed;
- C. Dollar value of the Contract;
- D. Period of Performance;
- E. Detailed description of the work performed;
- F. Relevancy of the contract to this proposed requirement;
- G. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- H. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action. Offerors shall submit similar past performance information on proposed significant or critical subcontractors but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (such as 40% of the total labor hours) and why such subcontractor experience is relevant considering the subcontractor effort proposed.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

I. The questionnaire supplied in Section J should be filled out and placed in a sealed envelope by the evaluator and returned back to the offeror. The offeror shall submit the original questionnaires with their proposal.

L.6 COST/PRICE PROPOSAL(S) (DFAS L7)

(a) Each Offeror shall submit the following as part of its cost/price proposal(s) (in addition to pricing in Section B):

- (1) Direct labor rate(s) for Prime and Subcontractors;
- (2) Overhead rate(s) for Prime and Subcontractors (include fringe if separate pool);
- (3) General and Administrative (G&A) rate for Prime and Subcontractors;
- (4) Burdened labor rates for Prime and Subcontractors;
- (5) Number of hours per week of uncompensated overtime by labor category (if proposed);
- (6) Distribution of effort by hours between Prime and Subcontractors;
- (7) *For Labor-Hour or Time and Materials contracts only.* Composite labor rates for each labor category. (The composite rate is a combination of the burdened rates for the Prime and Subcontractor(s) in a manner consistent with the distribution of hours between the Prime and Subcontractor(s). This composite rate will be the rate used for ordering in the resultant contract);

(8) Name, address and telephone number of the Offeror's cognizant DCAA office;

(9) A Summary by year and total of the following:

Direct Labor	\$	
Fringe	\$	%
Overhead	\$	%
Subcontractor	\$	
G & A	\$	%
Profit	\$	
ODC	\$	
G&A on ODC	\$	%
Indirect on ODC	\$	
Total	\$	

(b) Profit will not be analyzed. It is included solely for verification of correct computations/totals.

L.7 COMPOSITE RATES (SERVICES) (DFAS L8)

Offerors must propose costs on the basis of one composite rate (incorporating rates of the prime Contractor and any proposed subcontractors) for each Contract Line Item Number.

L.8 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION (DFAS L10)

Inquiries concerning the solicitation requirements shall be in writing and shall be received by the Contracting Officer at the location noted in block 7 of the Standard Form 33, "Solicitation, Offer and Award," on or before July 14, 2000. Questions shall be e-mailed to: kenneth.arena@dfas.mil and faxed to (703) 602-8773. The government may not consider questions after this date.

L.9 CONTRACT OMBUDSMAN

For inquiries concerning the Retired Military and Annuitant Payroll requirement, the OMBUDSMAN Ms. Janet Carlson may be contacted at (703) 607-3936 or e-mail: janet.carlson@dfas.mil. For this requirement, the Ombudsman shall review comments, suggestions, complaints etc... from industry and ensure that all contractors are afforded a fair opportunity to be considered.

L.10 REFERENCE/OFFERORS' LIBRARY

(a) Data and references cited in this solicitation but not distributed with the solicitation are available
for examination Monday through Friday by appointment at the following location:

Defense Finance and Accounting Service – Cleveland Center
1240 East Ninth Street, Room 2741
Cleveland, OH 44199-2055

(b) Call (216) 522-6870, between the hours of 9:00 AM and 4:00 PM to schedule appointments to view documents in the reference/offerors' library.

(b) Copier capability is available on a fee per page basis. The copier page size limit is legal size

L.11 PRE-PROPOSAL CONFERENCE (DFAS L11)

(a) A pre-proposal conference for all prospective Offerors is tentatively scheduled to be held in Arlington, Virginia on August 24, 2000. **(Specifics to be established in the Final RFP)**

(b) All prospective Offerors are urged to attend this conference. To make the conference as productive as possible, Offerors are requested to submit questions pertaining to this procurement in writing (by mail or by telefacsimile) using the questionnaire provided with this solicitation. Offerors may also submit questions by wire using the same format of the questionnaire. Questions must be submitted to:

Mr. Kenneth M. Arena
Defense Finance and Accounting Service (DFAS)
CM #3, Rm. 227 (Attn: ASO/CPI)
1931 Jefferson Davis Highway
Arlington, VA 22240-5291

at least four days before the date of the Conference. The telefacsimile number is 703-602-8773.

(c) Failure of a prospective Offeror to submit questions or to attend the conference will be construed to mean the Offeror fully understands all the requirements of the solicitation. In no event will failure to attend the pre-proposal conference constitute grounds for a claim after award of the contract.

(d) Remarks and explanations made at this conference shall not qualify the terms and conditions of the solicitation, nor are they to be construed as changes to the solicitation or specifications. Changes to the terms and conditions, if any, shall be made in the form of a formal written amendment to the solicitation. Questions and answers from the conference will be provided to all potential Offerors for informational purposes only.

(e) Offerors shall contact Mr. Kenneth Arena, telephone 703.602-9226, not later than _____ with the name(s) of the Offeror's representative(s) who will attend the conference.

L.12 TYPE OF CONTRACT, FAR 52.216-1 (APR 1984)

The Government contemplates award of a combination Firm Fixed Price (FFP) and Time & Material (T&M) contract resulting from this solicitation.

L.13 SMALL BUSINESS SUBCONTRACTING PLANS (DFAS L13)

(a) FAR 52.219-9 requires that the Offeror, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, which addresses separately subcontracting with Small Business concerns and Small Disadvantaged Business Concerns, and which shall be included in and made a part of the resultant contract.

(b) Specific subcontracting plan requirements are listed FAR 19.704. Plans which do not address all items listed therein are not acceptable.

(c) All Contractors required to submit subcontracting plans should have both percentage and dollar goals for subcontracting with Small Business concerns and Small Disadvantaged Business Concerns that are positive (e.g., greater than zero). For Small Disadvantaged Business concerns, the percentage goal should be a minimum of five percent (5%).

L.14 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION, FAR 52.222-24 (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.15 SERVICE OF PROTEST, FAR 52.233-2 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. William J. Thoreen
Defense Finance and Accounting Service
CM #3, Rm. 227 (Attn: ASO/DPI)
1931 Jefferson Davis Highway
Arlington, VA 22240-5291

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.16 INDEPENDENT REVIEW OF AGENCY PROTESTS (DFAS)

FAR 33.103 sets forth procedures for inexpensive, informal, procedurally simple and expeditious resolution of protest. Where appropriate and permitted by law, DFAS encourages the use of those techniques set forth in FAR 33.103 to resolve agency protests. Therefore, offerors may submit protests to the Contracting Officer, who is William J. Thoreen. Protests should comply with, and will be processed in accordance with the protest procedures set forth in FAR 33.103. As an alternative, offerors who protest may request DFAS to review the merits of the protest independent of the contracting officer who is conducting the source selection. The Head of the DFAS Contracting Activity (HCA) will conduct this independent review.

L.17 INSPECTION OF SITE, DFAS

Offerors are invited to inspect the (To be established in the Final RFP) where services are to be performed. For an appointment, call _____, at _____.

L.18 LETTERS OF COMMITMENT - KEY PERSONNEL (DFAS L14)

(a) All proposed key personnel require written, signed (by employee/contingency hire), and dated letters of commitment. The Offeror shall provide letters of commitment from current employees that state they: (1) will remain employed by the Offeror; and (2) will work on the resultant contract if awarded to the Offeror.

(b) Letters of commitment must be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation. The letter of commitment must reflect agreement on salary, benefits and position. New hires may not be proposed for Key Personnel.

(A new hire is defined as specified or unspecified persons to fill an empty billet who are neither identified as a current employee of the Offeror (or proposed subcontractor) nor as a contingency hire.)

L.19 CONFIRMATION OF PROPOSED KEY PERSONNEL (DFAS L14A)

The following certificate shall be provided upon request by the Contracting Officer should discussions be required and revised and/or best and final offers be requested.

"I certify that the proposed key personnel are still available for performance under any contract resulting from this solicitation, and that the letters of commitment are still valid. I base this certification on written or oral confirmation which I received, within the past 30 days, from each individual proposed to fill the Key Personnel requirements. I further certify that I possess copies of written confirmations I received from each individual, and/or a memorandum to the file documenting oral confirmation of that individual's availability.

Date of Certification:

By: (Name and signature of company president)

L.20 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

L.21 AUTHORIZED DEVIATIONS IN PROVISIONS, FAR 52.252-5 (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION CRITERIA FOR AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (DFAS M1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned not to delete provisions from, nor add provisions to, the following list. Such an action may cause your offer to be rejected. The complete text of specific provisions is contained in Chapters 1 (Federal Acquisition Regulation) and 2 (DOD FAR Supplement) of Title 48 of the Code of Federal Regulations (CFR) which are available at most law libraries. In addition, the full text of FAR and DFARS clauses may be accessed electronically at <http://farsite.hill.af.mil/>.

M.2 AWARD--SINGLE AWARD FOR ALL ITEMS (DFAS M4)

Due to the interrelationship of supplies and/or services to be provided hereunder, the government reserves the right to make a single award to the Offeror whose offer is considered in the best interest of the government, price and other factors considered. Therefore, offers proposing less than the entire effort for the alternatives specified herein may be determined to be unacceptable.

M.3 CONTRACT AWARD - BEST VALUE/A-76 COST COMPARISON, DFAS (JUL 1999)

(a) The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(b) Proposals received in response to this solicitation will be evaluated by the Defense Finance and Accounting Service pursuant to the Federal Acquisition Regulation (FAR) and the Department of Defense Supplement (DFARS). In accordance with FAR 52.207-2 and OMB Circular A-76, one contractor will be selected for comparison with the Government's proposal, on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as *Outstanding*, *Better*, *Acceptable*, *Marginal* or *Unacceptable* in relation to the evaluation factors set forth in this solicitation. A finding of *Unacceptable* in one technical factor may result in the entire technical proposal being found to be unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as *Neutral*, *Outstanding*, *Better*, *Satisfactory*, or *Marginal* as set forth in Section M clause DFAS M22 entitled "Evaluation of Past Performance."

(d) The offeror will be selected whose proposal is most advantageous to the Government, considering all evaluation factors. When combined, all evaluation factors other than cost or price are approximately equal to cost or price.

(e) **Prospective Offerors are forewarned that an acceptable technical proposal and marginal past performance (if included as a factor) with the lowest price may not be selected if a higher-priced proposal affords the Government a greater overall benefit.** The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance, if included) are superior.

M.4 TECHNICAL EVALUATION FACTORS (DFAS M7)

- (a) The primary technical evaluation factors are listed below in descending order of importance, unless otherwise indicated.

1. Technical Approach.

Part I: Evaluation of Overall Understanding and Approach will be based upon the extent to which the offeror demonstrates a clear understanding and approach to all the tasking areas.

Part II: The sample tasks (set forth in Section L) will be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the Government's requirements.

Part III: The software description (set forth in Section L)(If Applicable) will be evaluated to determine the extent to which the proposed alternate system to DRAS will satisfy the Performance Work Statement (PWS) requirements. Insert Scoring Adjectives/Evaluation Rationale Here.

2. Transition Plan

Part I: The Transfer of Operations will be evaluated to determine the extent of the offeror's understanding of what actions will be required to allow for changeover of operations from DFAS to the contractor; the extent to which the proposed schedule is achievable and supportive of DFAS transition goals identified in the PWS; the offeror's approach for minimal disruption to DoD civilian employees, their respective financial institutions, and other affected Government agencies; and the offeror's understanding of the level of DFAS involvement required to support the transition.

Part II: The Government Employees section will be evaluated to determine the degree to which the offeror's proposal provides a transition plan that affords the existing Government employees that remain in Government employment during the transition the opportunity for employment at completion of transition.

Part III: The Offeror System (If Applicable) will be evaluated to determine the degree to which the offeror's proposal identifies the procedures necessary to convert the AIS functions to the software to satisfy all PWS requirements.

Part IV: The Continuity of Service Plan (COSP) will be evaluated to determine the extent to which the Contractor's Plan provides planned phase-out activities to effect the orderly, efficient and timely transfer of all Retired Military and Annuitant Payroll functions and operations to a successor.

3. Continuity of Operations Plan (COOP)

The Continuity of Operations Plan (COOP) (as required in Section C) will be evaluated to determine the extent of the offeror's actions to be taken in contingency situations including as a minimum, the delineation of responsibilities between government and contractor, the coordination to take place between the government and the contractor, the extent of payroll operations, processing and printing capabilities available under contingency circumstances, and the specific timeframes required for establishing these capabilities.

4. Management Plan (Staffing Plan)

Part I: The Management Plan will be evaluated based on the extent to which the offeror demonstrates sound business practices in response to the requirements in Section L. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates an ability to staff the non-key personnel (in regards to the Government Directed AIS Maintenance Portion of the requirement) portion of the contract with qualified personnel, both initially and over the life of the contract. (Primary preference for initial staffing of non-key personnel at time of contract award is for current employees with personnel for whom the offeror has binding contingency hiring agreements vice recruiting.)

Part II: Evaluation of Key Personnel will be based on the extent to which personnel résumés submitted by the offeror clearly meet or exceed, the education and experience required by the labor category minimum qualifications, as proposed by the offeror, and their demonstrated ability to perform the functions described in the PWS. To be considered, all key personnel must have letters of commitment in the proposal, and be available full-time unless exempted (see Section L), and otherwise comply with the requirements in Section L for Key Personnel.

(b) Scoring Adjective. The following adjectives should be used as general guidance in assessing each technical subcriterion and the technical proposal as a whole:

"Outstanding"	O Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements.
"Marginal"	M Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal" after "Best and Final" offers shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable."
"Unacceptable"	U Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary

to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

M.5 EVALUATION OF OPTIONS, FAR 52.217-5 (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 EVALUATION OF PRICE (DFAS)

(a) The total evaluated price will be derived by the sum of the following:

(1) Each Offeror's proposed price for all Fixed Priced PWS requirements and the loaded and composite rate for the Time & Material CLINs, each labor category multiplied times the number of labor hours for that category set forth in the schedule for all Lots.

(2) Other Direct Costs (ODCs) including General and Administrative costs (G&A). Offerors must clearly state the proposed rate of G&A, if applicable, which is applied to ODCs (such as travel, materials, etc.). If the Government has specified a ceiling amount for ODCs and G&A in the schedule, the offerors' G&A will be added to the ODC ceiling amount *for evaluation purposes only*.

(3) For evaluation purposes only, the Government will make an adjustment to those offerors proposing only the Business Operations portion of the PWS, by adding in an amount equal to the Government's estimated costs of providing Information Processing Center (DISA and DAPS) services. These estimated costs will consist of the DFAS estimate of DISA and DAPS charges and fees for providing data processing and printing services. The estimate will not be made available to offerors for use in preparing proposals.

(4) For Offerors proposing different contract types; total cost will be derived by the sum of all CLINS or other means as appropriate.

(b) An offeror's costs used in developing the evaluated price may be modified by the results of a Cost Realism analysis, if one is being performed.

M.7 RISK ASSESSMENT (DFAS M20)

Risk assessment may have a negative impact on the technical evaluation. It reflects the degree to which there is a concern that the cost/price proposal is too low and not consistent with the technical proposal, and that the Offeror cannot provide quality services/personnel over the life of the contract at the price proposed. Unrealistically low pricing which leads to such a concern may result in a reduced technical rating (such as determining that an otherwise acceptable "key personnel" section is "Marginal" or "Unacceptable").

M.8 PROPOSAL RISK ASSESSMENT

(a) In relation to the evaluation of other non-cost factors, Proposal Risk will be considered **equal to the most important technical factor: "Technical Approach"**.

(b) The Government will evaluate the offeror's overall proposal risk. This risk assessment will be separate and distinct from the risk assessment in M.7. Assessment of risk is done at the subfactor level, and includes potential for disruption of schedule, increased cost, degradation of performance and the need for increased government oversight as well as the likelihood of unsuccessful contract performance. This risk assessment will focus on the level of risk, to the government, in regards to factors such as: alternative pricing methods and structures; contract types; facilities; management of GFP and GFF; and alternative AIS systems. For any risk identified, the evaluation will address the offeror's proposal for mitigating those risks and why that approach is or is not manageable.

(c) Contracting Officers will use the following adjectival definitions as guidelines in evaluating proposal risk:

HIGH (H): Likely to cause significant disruption of schedule, increased cost, or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.

MODERATE (M): Can potentially cause some disruption of schedule, increased cost, or degradation of performance. However special contractor emphasis and close government monitoring will probably be able to overcome difficulties.

LOW (L): Has little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal government monitoring will probably be able to overcome difficulties.

M.9 EVALUATION OF PAST PERFORMANCE (DFAS M22 (ALTERNATE I))

(a) In relation to the evaluation of other non-cost factors, the evaluation of past performance will consider past performance as **equal to the most important technical factor: "Technical Approach"**.

(b) The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel", if any, shall not be considered.

(c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

(d) Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

NEUTRAL: No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

OUTSTANDING: No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

BETTER: Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

SATISFACTORY: Some potential risk anticipated with delivery of quality product, on time, and of degradation or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

MARGINAL: Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance. (A rating of marginal does not by itself make the proposal ineligible for award.)